

11/04/05 10:38:27  
BK 2,344 PG 572  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

PREPARED BY: Margaret Mentzer  
MARGARET MENTZER

RETURN TO:  
AMERICAN HOME BANK, N.A.  
3840 HEMPLAND ROAD  
MOUNTVILLE, PA 17554

PARCEL ID# 3072 0901.0 00042.00

## LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate) MERS Phone: 1-888-679-6377

MIN 100325200001158080

This Loan Modification Agreement ("Agreement"), made this 23rd day of  
SEPTEMBER 2005, between  
FRIENDLY WOOTEN, Adult Individual

AMERICAN HOME BANK, N.A. ("Borrower") and

("Lender"), and Mortgage Electronic Registration Systems, Inc., (Mortgagee), amends  
and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated  
APRIL 11th 2005 and granted or assigned to Mortgage Electronic Registration Systems,  
Inc, as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns), P.O. Box  
2026, Flint, Michigan 48501-2026 and recorded in Book or Liber 2195, at page(s) 532,  
of the LAND Records of

[Name of Records] DE SOTO, MS

[County and State, or other Jurisdiction]

and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real  
and personal property described in the Security Instrument and defined therein as the "Property," located at  
2979 VALLEY GATE DRIVE, HERNANDO, MS 38632

[Property Address]

LOAN MODIFICATION AGREEMENT WITH MERS-Single Family-Fannie Mae Uniform Instrument

VMP-852A (0211).01 Form 3179 1/01  
Page 1 of 4 (rev. 8/01)  
Initials: FW  
VMP MORTGAGE FORMS - (800)521-7291



M747 (12/21/2004)

LOAN ID: 0000115808

the real property described being set forth as follows:

SEE ATTACHED LEGAL DESCRIPTION

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. As of SEPTEMBER 23rd 2005, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 208,800.00, consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 6.875%, from OCTOBER 1st 2005. Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,371.67, beginning on the 1st day of NOVEMBER 2005, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 6.875% will remain in effect until principal and interest is paid in full. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may be entitled. If on OCTOBER 1st 2035 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

Borrower will make such payments at 3840 HEMPLAND ROAD  
MOUNTVILLE, PA 17554  
or at such other place as Lender may require.

3. If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
  - (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

*Friendly Wooten* (Seal)  
FRIENDLY WOOTEN -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

Mortgage Electronic Registration  
Systems, Inc. (Seal)  
\_\_\_\_ -Mortgagee

By: *Susan Reinard*  
SUSAN REINARD ASSISTANT SEC.

AMERICAN HOME BANK, N.A. (Seal)  
\_\_\_\_ -Lender

By: *Susan Reinard*  
SUSAN REINARD AVP

\_\_\_\_ [Acknowledgments To Be Attached] \_\_\_\_\_

Property Address: 2979 VALLEY GATE DRIVE  
 HERNANDO, MS 38632  
 Parcel Number: 3072 0901.0 00042.00

STATE OF Mississippi

} ss

COUNTY OF DeSoto

On this, the 26<sup>th</sup> day of Sept. 2005 before me, the undersigned officer,  
 personally appeared: (Borrower/s Names)  
 FRIENDLY WOOTEN

Known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument  
 and acknowledged that he/she/they executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I here unto set my hand and official seal.  
 My Commission Expires:



Cynthia D. Bigham  
 Notary Public

COMMONWEALTH OF PENNSYLVANIA

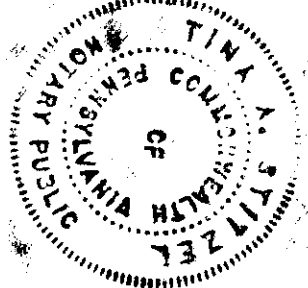
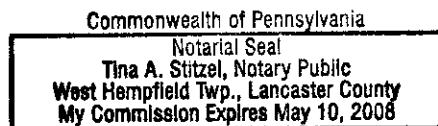
} ss

COUNTY OF LANCASTER

On this, the 23rd day of SEPTEMBER 2005 before me, the undersigned officer,  
 personally appeared:  
 SUSAN REINARD AVP  
 of AMERICAN HOME BANK, N.A.

Known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument  
 and acknowledged that he/she/they executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I here unto set my hand and official seal.  
 My Commission Expires:



Tina A. Stitzel  
 Notary Public

FATIC-200-M  
Schedule A, Commitment

## FIRST AMERICAN TITLE INSURANCE COMPANY

## COMMITMENT

## SCHEDULE A

ISSUED BY: James W. Amos

TEL. NO. 662-429-7873

ADDRESS: 2430 Caffey St., Hernando, MS 38632

FILE NO. JA03-05889

TYPE OF POLICY: 1992 Alta Short Form Residential Policy

EFFECTIVE DATE OF THIS COMMITMENT: March 28, 2005 at 8:00 a.m.  
(Date of Record Examination)INSURED: American Home Bank, N.A., its successors and/or assigns as their  
interest may appear.

AMOUNT: MORTGAGEE \$208,800.00

OWNERS \$ n/a

NAME OF PRESENT OWNER: EBI, Inc.

NAME OF PURCHASER: Friendly Wooten

## LEGAL DESCRIPTION OF THE LAND REFERRED TO IN THIS COMMITMENT:

Lot 42, Fountain Gate Subdivision, situated in Section 9, Township 3  
South, Range 7 West, DeSoto County, Mississippi as per plat recorded in  
Plat Book 79, at Pages 33-38, in the Office of the Chancery Clerk of  
DeSoto County, Mississippi.

Property Address: 2979 Valley Gate Drive, Hernando, MS 38632  
Tax ID Number: #30720901000042.00

By: \_\_\_\_\_

Authorized Signatory

3 / 28 / 05  
Date